

REMARKS

Claims 1, 17, 33 and 51 have been amended. Claims 59 and 79 have been cancelled. Claims 1, 2, 4-11, 13-15, 17, 18, 20-16, 28-31, 33-36, 51, 52, 54-57, 73-78 and 80 are pending in the application. Reconsideration is respectfully requested in light of the following remarks.

Section 103(a) Rejection:

The Examiner rejected claims 1, 2, 7-11, 17, 18, 21-26, 33, 34, 51, 52, 56 and 57 under 35 U.S.C. § 103(a) as being unpatentable over Brandle et al. (U.S. Patent 5,218,699) (hereinafter “Brandle”) in view of Monday (U.S. Patent 6,480,860), claims 35, 36, 54, 55, 28 and 73-76 as being unpatentable over Brandle in view of Monday and further in view of Anderson, et al. (“Professional XML”) (hereinafter “Anderson”), and claims 15, 31 and 79 as being unpatentable over Brandle in view of Monday and further in view of Cuomo (U.S. Patent 6,185,614). Applicants respectfully traverse these rejections for at least the reasons presented below.

Regarding independent claim 1, Brandle in view of Monday fails to teach or suggest storing the generated results data to a space service in the distributed computing environment, wherein said space service is separate from said client, and wherein said space service is accessible as a service by multiple entities other than said client in the distributed computing environment. The Examiner argues that queue 116 of Brandle is a space service. However, Brandle clearly describes queue 116 as a local software queue, not as a separate service in a distributed computing environment that is accessible by multiple entities other than the client. The Examiner contends that queue 116 “stores generated results data, which provides a queuing service.” However, a simple local software queue, such as queue 116 is not a service in a distributed computing environment, as services are understood in the art. One of ordinary skill in the art would not consider Brandle’s queue 116 as a *space service in a distributed computing environment*. Additionally, Monday also fails to teach storing generated results data to

space service in a distributed computing environment and thus, Brandle and Monday, whether considered singly or in combination, clearly fail to teach or suggest storing the generated results data to space service in the distributed computing environment.

The Examiner argues that Brandle's queue 116 is a space service in the distributed computing environment since the results and information were passed from one service to the other. **However, the actual teachings of the reference do not support the Examiner's interpretation.** Brandle very clearly describes that a local node uses a queue 116 to **locally** store received results "for later retrieval by the application" executing on the same node. Using a local queue to locally store information for retrieval by a local application does not in any way teach or suggest storing the generated results data to a space service in the distributed computing environment, let alone a space service that is separate from the client and accessible as a service by multiple entities other than the client in the distributed computing environment. A local software queue is not such a service in a distributed computing environment.

Moreover, **Brandle's local queue 116 cannot be considered a space service that is separate from the client and that is accessible as a service by *multiple* entities other than the client in the distributed computing environment.** Firstly, Brandle clearly teaches that queue 116 is part of the client system that originates the remote procedure call, not separate as recited in Applicants' claim (Brandle, FIGs. 1 and 4; column 2, lines 40-45; column 7, lines 41-68). Additionally, Brandle's queue 116 is clearly a local queue that is not accessible as a service by *multiple* entities *other than the client*. In Brandle, only the originating application and the remote router response module 114 can access queue 116 (Brandle FIG. 4 and column 7, lines 64-68).

In further regard to claim 1, Brandle in view of Monday also fails to teach or suggest providing an advertisement for the stored results data to the client, where the advertisement comprises information to enable access by the client to the stored results data and the client accessing the stored results data from the space service in

accordance with information in the provided advertisement. The Examiner admits that Brandle fails to teach this limitation and relies upon Monday, citing column 1, lines 50-55 and 59-64, as well as column 9, lines 52-62. The Examiner refers to Monday's teachings regarding a markup language for accessing data in a database. The Examiner argues, "[t]he markup language is preferably defined in extensible markup language (XML) by creating suitable document type definition." However, Monday, even if combined with Brandle, does not teach or suggest *providing an advertisement for stored results data to the client where the advertisement comprises information to enable access by the client to the stored results data.*

Monday teaches that the markup language for use in accessing databases. Monday states that a bridge interprets a data request from a client browser in a markup language format and formulates a suitable database query and the resulting data is delivered to the client. (Monday, Abstract; column 1, lines 49-65 and column 10, lines 23-34). Monday further teaches the use of document type definitions (DTDs) that define a grammar for accessing data in a database. Thus, Monday teaches a language and grammar for remotely accessing databases via client browsers. However, using a markup language and DTDs to allow a user access to a database via a browser is very different from Applicants' claim. Monday's markup language DTD's are designed to allow a user to formulate queries to gather data from databases. Monday, even if combined with Brandle, does not teach providing an advertisement for a specific set of results data stored in a space service.

Even if combined with Brandle's remote procedure call system, Monday's markup language does not teach or suggest the specific limitation of *providing an advertisement for stored results data to the client where the advertisement comprises information to enable access by the client to the stored results data.* Instead, a system resulting from the Examiner's combination of Brandle and Monday would perform the remote procedure calls as taught by Brandle and would also allow a user to access a database via a browser, as taught by Monday.

Moreover, **the Examiner also fails to provide a proper reason to combine Brandle and Monday.** The Examiner asserts that it would have been obvious to combine the teaching of Brandle and Monday, “because this allows a user to easily access data in database without knowing a specialized database query language.” However, as noted above, Brandle is not concerned at all with providing easy access to data in databases. The Examiner stated reason has absolutely nothing to do with Brandle’s system. In fact, the Examiner’s stated motivation is simply a description of Monday’s system. A person seeking to provide easy access to data in databases would simply use Monday’s system. There is no reason in the prior art to combine the disparate teachings of Brandle and Monday.

Furthermore, the Examiner is relying on Brandle’s local queue 116 for storing the response from a remote procedure call. There is no need, nor benefit, to using Monday’s markup language database retrieval system with Brandle’s local queue. Local queues are not databases and do not use or require use “specialized database query language” Monday’s system is designed to avoid. The Examiner’s proposed modification makes no sense. In fact, modifying Brandle’s system to use Monday’s markup language database access would not make it easier for a user to access the responses stored in Brandle’s queue 116. Monday makes it clear that this system makes it easy “for a user that has experience with browsers, such as web browsers used to access information via the internet” (Monday, column 4, line 60 – column 5, line 2). A system resulting from the Examiner’s combination of Brandle and Monday would still require a user and a browser-based user interface to use Brandle’s markup language query system. Such a system requiring a user and a browser is clearly incompatible with Brandle’s programmatic remote procedure call system.

One of ordinary skill in the art would have had no reason to include a Monday’s browser-type database access system into Brandle’s remote procedure call system. To the contrary, modifying Brandle’s system to force a user to retrieve the response data from queue 116 using Monday’s markup language database access system, even if possible, would greatly complicate Brandle’s system and would require user involvement

for retrieval of any response data from queue 116. Thus, the Examiner's reasoning for combining Brandle and Monday doesn't make sense. Brandle's system specifically does not employ user intervention to retrieve response data. Instead, Brandle teaches programmatic remote procedure calls that are performed by automatically by application software, not by users (Brandle, Abstract; column 2, lines 20-45; column 3, lines 25-54).

Therefore, for at least the reasons above, the rejection of claim 1 is not supported by the cited art and removal thereof is respectfully requested.

In regards to independent claim 17, Brandle in view of Monday fails to teach or suggest a space service device configured to receive and store results data from service devices in the distributed computing system, wherein the space service device is a separate physical device than the client device. The Examiner contends that Brandle's queue 116 is a space service. However, as noted above regarding claim 1, Brandle's queue 116 is merely a software queue and not a space service. Furthermore, Brandle's queue 116 is not a *space service device* that is a *separate physical device* than the client device. In fact, Brandle's queue 116 is on the same computer system as the originating application which the Examiner equates to the client of Applicants' claim. Please refer to the remarks above regarding claim 1 for a more details discussion of Brandle's queue 116 and Brandle's failure to teach a space service, as recited in Applicants' claims.

Monday also fails to teach anything about space service devices and thus fail to overcome Brandle's failure to teach or suggest a space service device configured to receive and store results data from service devices in the distributed computing system.

Thus, the combination of Brandle and Monday clearly fails to teach or suggest a space service device configured to receive and store results data from service devices in the distributed computing system, wherein the space service device is a separate physical device than the client device.

The Examiner has also not stated a proper reason to combine the references, as noted above in regard to claim 1.

For at least the reasons above, the rejection of claim 17 is not supported by the cited art and removal thereof is respectfully requested.

Independent claim 33 has been amended to include the subject matter of claim 79. The combination of the limitations already in claim 33 and those of claim 79 parallels the limitations of claims 77, 78 and 80 which the Examiner indicated would be allowable if rewritten in independent form. Applicants assume that the rejection of claim 79 was a typographical error, and that claim 33 is now in condition for allowance.

Independent claim 51 has been amended to included the subject matter of claim 59 which the Examiner indicated would be allowable if rewritten in independent form.

Applicants also assert that numerous ones of the dependent claims recite further distinctions over the cited art. However, since the rejection has been shown to be unsupported for the independent claims, a further discussion of the dependent claims is not necessary at this time.

Claims Objected To But Otherwise Allowable:

Claims 4-6, 13, 14, 20, 29, 30, 59, 77, 78 and 80 were objected to as being dependent upon a rejected base claim, but would be allowable if rewritten in independent form.

CONCLUSION

Applicants respectfully submit the application is in condition for allowance, and notice to that effect is respectfully requested.

If any fees are due, the Commissioner is authorized to charge said fees to Meyertons, Hood, Kivlin, Kowert, & Goetzel, P.C. Deposit Account No. 501505/5181-57500/RCK.

Respectfully submitted,

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